Greater Bangalore Authority

"Proposed Construction & Upgradation of Existing maternity & Referral Hospital as per IPHS 2022 Standards including Supply of Medical Equipment's, Installation Of MGPL, Firefighting works, HVAC, Electrical and Other Allied Works in GBA Limits.''

Tender reference	:	EE-4/GBA/PIU/Tend/02/2025-26
Last date and time for receipt of tenders through e-portal	:	As per KPP portal
Time and date of opening of technical bid	:	As per KPP portal
Place of opening of cover one of tenders	:	Executive Engineer-4, Project Implementation Unit,Bangalore
Place of opening of cover two of tenders	:	Executive Engineer-4, Project Implementation Unit,Bangalore
Address for communication	:	Executive Engineer-4, Project Implementation Unit, 9thfloor , Jayanagar shopping complex ,Jayanagara ,Bangalore-560011

Office of the Executive Engineer-4, Project Implementation Unit,Bangalore

Telephone:9986020791 **Fax:** **Email: ee4piu@gmail.com**

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Contractor Executive Engineer
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Office of Project Implementation Unit, Greater Bangalore Authority, Bangalore

Office of the Executive Engineer-4, Project Implementation Unit, Shopping complex ,Jayanagara
4th Block, Bangalore-560011
PhoneNo:**9986020791**

TENDERSFORTHEWORKOF

"Proposed Construction & Upgradation of Existing maternity & Referral Hospital as per IPHS 2022 Standards including Supply of Medical Equipment's, Installation Of MGPL, Firefighting works, HVAC, Electrical and Other Allied Works in GBA Limits.''

TenderReference	:	EE-4/GBA/PIU/Tend/02/2025-26
LastDateandTimeforReceiptof Tenders	:	As per KPP-Portal
TimeandDateofOpeningof Technical Bid	:	As per KPP-Portal
Last date for the queries		30.01.2026
Pre-Bid Meeting Date and Time	:	31.01.2026
Place of Pre-Bid Meeting	:	Office of the Chief Engineer, Project Implementation Unit, 9th floor, shopping complex ,Jayanagar ,4th Block, Bangalore-560011
TimeAndDateofOpening ofFinancial Bid	:	As per KPP-Portal
AddressforCommunication	:	Office of the Executive Engineer-4, Project Implementation Unit, 9thfloor , Jayanagar shopping complex ,Jayanagara ,Bangalore-560011
EMAIL	:	**ee4piu@gmail.com**

Contractor Executive Engineer

SECTION 1: INVITATION FOR TENDERS (IFT)

(Work Tender No: EE-4/GBA/PIU/Tend/02/2025-26)

1. Executive Engineer-4, Project Implementation Unit, Greater Bangalore Authority, Bangaloreinvites tenders on behalf of Chief Commissioner, Greater Bangalore Authority, Bangalorefrom eligible tenderers, for the works detailed in the Table below. The tenderers may submit tenders for any or all of the works given in the Table. **Two Cover Tender procedure as per Rule28 of the KTPP Act shall be followed. The Tenders are required to submit two separate sealed covers, one containing the Earnest money deposit and the details of their capability to undertake the tender (as detailed in ITT Clause 3and 6), which will be opened first and the second cover containing the price tender which will be opened only if the Tenderer is found to be qualified to execute the tendered work. The Tenderers are advised to note the minimum qualification criteria specified in Clause 3 of the Instructions to Tenderers to qualify for award of the contract.**

2. **Tender documents may be downloaded from Government of Karnataka The public Procurementwebsite kppp.karnataka.gov.in under login for Contractors:**

After login to Contractors, Please scroll down to the right side bottom to see List of Tenders, Please click there to find the details of NIT and download copy of the tender. The tender can be downloaded in the portal as per prescribed date and time published in the Public Procurement portal. Only Interested Contractors who wish to participate should remit online tender processing fee, after registering in the portal. The tender processing fee /transaction fee is non-refundable.

3. Tenders must be accompanied by earnest money deposit specified for the work in the Table below. Earnest Money deposit which will be paid Partlyonline Public Procurement portal only /Partly Through BG/DD/FD**to** Executive Engineer-4, Project Implementation Unit, Bangalore

4. Tenders must be electronically submitted (on-line through internet) with in the date and time published in The public Procurement portal. First Cover (Technical Bid) of the Tenders will be opened after prescribed time and date in the The public Procurement portal, in the presence of the Tenderers who wish to attend at the Executive Engineer-4, Project Implementation Unit, Bangalore

5. Other details can be seen in the tender documents.

TABLE

Sl. No	Name of work	Amount put to tender (In Lakhs. Excluding GST)	Earnest Money Deposit (Rs)	Class of Contractor	Period of Completion
1	**"Proposed Construction & Upgradation of Existing maternity & Referral Hospital as per IPHS 2022 Standards including Supply of Medical Equipment's, Installation Of MGPL, Firefighting works, HVAC, Electrical and Other**	**31055.25**	**Rs.1,00,000/-through KPP portal 3,09,55,500.00/- through BG in favour of (EE-4/PIU)**	**Class I**	**18 Months**

Contractor Executive Engineer

	Allied Works in GBA Limits''				

SECTION 2: INSTRUCTIONS TO TENDERERS (ITT)

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A **General**

1. Scope of Tender

1 Executive Engineer-4, Project Implementation Unit, Bangalore on behalf of Chief Commissioner, Greater Bangalore Authority,Bangaloreinvites tenders Following Two Cover tender procedure, from eligible Tenderers, for the construction of works (as defined in these documents and referred to as "the works") detailed in the Table given in the Invitation for Tenders (IFT). The Tenderers may submit tenders for any or all of the works detailed in the table given in IFT.

2. Eligible Tenderers

2.1 Tenderers shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by the Government of Karnataka

2.2 **Tenders from Joint ventures are acceptable (refer KW6).**

3. Qualification of the Tenderer:

3.1 All Tenderers shall provide the requested information accurately and in sufficient detail in Section 3: Qualification information.

3.1 To qualify for award of this contract, each tenderer in its name should have in the last five financial years i.e., 2020-21to 2024-25

Qualification of the Tenderer: Deleted, since qualification is already considered at the pre-qualification stage of the KW6 document. Accordingly sub clauses of 3.1,3.2,3.3 are provided in KW-6 document and are therefore not considered again here.

3.4 To qualify for a package of contracts made up of this and other contracts for which tenders are invited in this IFT, the Tenderer must demonstrate having experience and resources to meet the aggregate of the qualifying criteria for the individual contracts**.**

3.5 Sub-contractors' experience and resources shall not be taken into account in determining the Tenderer's compliance with the qualifying criteria except to the extent stated in 3.2 (d) and (e) above.

3.6 Tenderers who meet the specified minimum qualifying criteria as per prequalification tender (KW6), will only be qualified, if their available tender capacity(Both Prime contractor and JV memberstogether) is more than the total tender value. The available tender capacity will be calculated as under

Assessed available tender capacity = (A*N*1.50 – B)

Where

A = Maximum value of civil engineering works executed in any one year during the last five years *(updated to 2025-26 price level)* taking into account the completed as well as works inprogress.

N = Number of years prescribed for completion of the works for which tenders are invited

B = Value, at 2025-26price level, of existing commitments and on-going works to be completed during the next (11/12) year.

Note: *The statements showing the value of existing commitments and on-going works as well as thestipulated period of completion remaining for each of the works listed should be countersigned by the Employer in charge, not below the rank of an Executive Engineer or equivalent.*

Financial Turnover of previous years indicated in clause 3.2 & 3.4 above shall be given a weight of 10% per year to bring them to the price level of 2025-26.

3.7 Even though the Tenderers meet the above criteria, they are subject to be disqualified if they have:

- made misleading or false representations in the forms, statements and attachments submitted in proof of the qualification requirements; and/or
- record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in
- completion, litigation history, or financial failures etc.; and/or
- participated in the previous Tender for the same work and had quoted unreasonably high tender prices and could not furnish rational justification.

4. One Tender per Tenderer:

4.1 Each tenderer shall submit only one tender for one package. A tenderer who submits or participates in more than one Tender (other than as a sub-contractor or in cases of alternatives that have been permitted or requested) will cause all the proposals with the Tenderer's participation to be disqualified.

5. Cost of Tendering:

5.1 The tenderer shall bear all costs associated with the preparation and submission of his tender, and the Employer will in no case be responsible and liable for those costs.

6. Site visit:

6.1 The Tenderer at his own responsibility and risk is encouraged to visit and examine the Site of Works and its surroundings and obtain all information that may be necessary for preparing the Tender and entering into a contract for construction of the Works. The cost of visiting the Site shall be at the Tenderer's own expense.

B. Tender documents

7. Content of Tender documents

The Contractor should go through the Tender Document and submit the response /commercial /technical through the public Procurement portal(online) only after downloading the tender document.

8. Clarification of Tender Documents

8.1 A prospective tenderer requiring any clarification of the tender documents may notify the Employer in writing or by cable (hereinafter "cable" includes telex and facsimile) at the Employer's address indicated in the invitation to

tender. The Employer will respond to any request for clarification which he receives earlier than 10 days prior to the deadline for submission of tenders. Copies of the Employer's response will be forwarded to all purchasers of the tender documents, including a description of the enquiry but without identifying its source.

8.2 Pre-tender meeting:

8.2.1 The tenderer or his authorized representative is invited to attend a pre-tender as mentioned in KW6 document.

8.2.2 The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage

8.2.3 The tenderer is requested to submit any questions in writing or by cable to reach the Employer not later than one week before the meeting.

8.2.4 Minutes of the meeting, including the text of the questions raised (without identifying the source of enquiry) and the responses given will be transmitted without delay to all purchasers of the tender documents. Any modification of the tender documents listed in Sub-Clause 7.1 which may become necessary as a result of the pre-tender meeting shall be made by the Employer exclusively through the issue of an Addendum pursuant to Clause 9 and not through the minutes of the pre-tender meeting.

8.2.5 Non-attendance at the pre-tender meeting will not be a cause for disqualification of a tenderer.

9. Amendment of Tender documents

9.1 Before the deadline for submission of tenders, the Employer may modify the tender documents by issuing addendum.

9.2 Any addendum thus issued shall be part of the tender documents and shall be posted online in the the public Procurement portal which Contractors should download.

9.3 To give prospective Tenderers reasonable time in which to take an addendum into account in preparing their tenders, the Employer shall extend as necessary the deadline for submission of tenders on line through the public Procurement portal, in accordance with Sub-Clause 16.2 below.

C. Preparation of Tenders

10. Documents comprising the Tender

10.1 The tender submitted by the Tenderer shall be in two covers and shall contain the documents as follows:

10.1.1 First Cover: (Only online)

(a) Earnest Money Deposit;on line payment through the public Procurementplatformand in the form **as specified in the the public Procurement portal**

(b) Qualification Information as per formats given in Section 3;

(c) Tender transaction fee. Online payment through the public Procurementplatform.

(d) General eligibility criteria.

10.1.2 Second Cover: (Only online)

(a) The Tender (in the format indicated in Section 4)

(b) Priced Bill of Quantities (Section 9); online through the public Procurement portal, no hardcopy of commercials should be attached or disclosed

Any other materials required to be completed and submitted by Tenderers in accordance with these instructions. The documents listed under Sections 3, 4, 6 and 9 shall be filled in without exception.

10.2 Tenderers submitting tenders together with other contracts stated in the IFT to form a package will so indicate in the tender together with any discounts offered for the award of more than one contract.

11. Tender prices

11.1 The contract shall be for the whole works as described in Sub-Clause 1.1, based on the priced Bill of Quantities submitted by the Tenderer.

11.2 The Tenderer shall fill in rates and for all items of the Works described in the Bill of Quantities in Eprocurement portal only.
Items for which no rate or price is entered into by the Tenderer will not be paid for by the Employer when executed and shall be deemed covered by the other rates and prices in the Bill of Quantities.**Corrections, if any, shall be made online only before the submission of the bid.**

11.3 All duties, taxes, and other levies payable by the contractor under the contract, or for any other cause, shall be included in the rates, prices and total Tender Price submitted by the Tenderer. - **GST will be paid separately as per the Government Orders.**

11.4 The rates and prices quoted by the Tenderer shall be subject to adjustment during the performance of the Contract in accordance with the provisions of Clause of the Conditions of Contract

12. Tender validity

12.1 Tenders shall remain valid for a period not less than 180 **days**after the deadline date for tender submission specified in Clause 16. A tender valid for a shorter periodshall be rejected by the Employer as non-responsive.

12.2 In exceptional circumstances, prior to expiry of the original time limit, the Employer may request that the Tenderers may extend the period of validity for a specified additional period. The request and the Tenderers' responses shall be made in writing or by cable. A Tenderer may refuse the request without forfeiting his earnest money deposit. A Tenderer agreeing to the request will not be required or permitted to modify his tender, but will be required to extend the validity of his earnest money deposit for a period of the extension, and in compliance with Clause 13 in all respects.

13. Earnest money deposit

13.1 Earnest Money Deposit/ Bid security

(i) AnEMD of **Rs.310.55 Lakhs**, shall be made as per clause 13.3 & 13.4.
(ii) Proposals not accompanied by EMD shall be rejected as non-responsive.
(iii) No interest shall be payable by the Employer for the sum deposited as earnest money deposit.

13.2The EMD shall be forfeited by the Employer in the following events:

(i) If Proposal is withdrawn during the validity period or any extension agreed by the tenderer thereof.
(ii) If the Proposal is varied or modified in a manner not acceptable to the Employer after opening of Proposal during the validity period or any extension thereof.
(iii) If the Tenderer tries to influence the evaluation process.
(iv) If the First ranked Tenderer withdraws his proposal during negotiations (failure to arrive at consensus by both the parties shall not be construed as withdrawal of proposal by the tenderer).
(v) In the case of a successful Tenderer, if the Tenderer fails within the specified time limit to sign the Agreement.

13.3The earnest money deposit amount to be made partly through the method as detailed in ITC Clause 13.4 and balance through financial instruments such as FDR/ irrevocable BG. However, the minimum amount of tender security that has to be paid in the method as detailed in ITC Clause13.3 shall be Rs.1.0 lakh. The FDR / irrevocable BG for the balance amount, should be issued by Nationalized/ Scheduled banks. FDR / irrevocable BG should be drawn in favour of THE Executive Engineer-4, Project Implementation Unit, Bangalore. The details of payment of tender processing fee and earnest money deposit shall be filled in the Form given in EMD FORMAT and uploaded in the First Folder (technical proposal). Further the original Bank Guarantee shall be submitted to the Office of Executive Engineer-4, Project Implementation Unit, 9thfloor,shopping complex,Jayanagara 4th block,Bangalore 560011 within the date of opening of technical bid as specified in the bid document.

Contractor Executive Engineer

13.4 The EMD as specified above shall be denominated in Indian Rupees and shall be paid in the KPP portal using any of the following payment modes from the date of notification in the KPP portal.

- Credit Card
- Direct Debit
- National Electronic Funds Transfer (NEFT)

13.5 Irrevocable BG shall be issued by Nationalized/Scheduled banks, as earnest money deposit shall be unconditional and should be in the format as given in ANNEXURE-I and shall be valid for 45 days beyond the validity of the tenderi.e., 135 days from the last date of tender submission.

13.6 The proposals of those Tenderer who have not paid the tender processing fee as well as minimum cash portion of Rs.1.0 lakh in the method as detailed in Clause 13.4 of the ITC will be rejected by the(kppp.karnataka.gov.in) system and Tenderer would not be able to submit their proposals. Any proposal not accompanied by an acceptable earnest money deposit and not secured as indicated in Sub-Clauses 13.3, 13.4 and 13.5 above shall be rejected by the Employer as non-responsive.

13.7 The earnest money deposit (EMD) of selected bidders will be returned upon completion of signing of the contract.

OTC payment procedure

If a contractor/supplier chooses to make payment of EMD/tender processing fees Over The Counter (OTC) in any of the designated Bank branches listed in the public Procurement web-site (www.kppp.karnataka.gov.in), the contractor/supplier will need to log into The public Procurement system, access the tender for which bid is being created and then select the OTC option under the payment section and print the Challan shown in that section. The printed challan will have the unique bid reference number and the amount to be remitted. Along with the challan, contractor can choose to make the payment either in the form of cash or in the form of Demand Draft. Cheque payments will not be accepted. The contractor is requested to specifically inform the bank officer to input the unique bid reference number printed in the challan in the banking software. Upon successful receipt of the payment, the bank will provide a 16-digit reference number acknowledging the receipt of payment. This 16-digit reference number has to be inputted by contractor in the payment section of its bid as payment confirmation before the bid is submitted (i.e.) as a pre-requisite for bid submission.

NEFT payment procedure

If a contractor/supplier chooses to make payment of EMD/tender processing fees using Reserve Bank of India's (RBI) National Electronic Fund Transfer (NEFT) system, the contractor/supplier will need to log into the public Procurement system, access the tender for which bid is being created and then select the NEFT option under the payment section and print the Challan shown in that section. The printed challan will have the unique bid reference number, account details of Government of Karnataka and the amount to be remitted. The contractor has to submit the printed challan to its bank-branch (NEFT-enabled) and request for an account-to-account transfer, wherein the money will get transferred from the contractors' bank account to GoK's bank account. The contractor should ensure that NEFT transfer instructions are executed and the funds are wired to the Government of Karnataka's principal account before the last date for bid submission and preferably 24 hours before the last date for bid submission. If the contractor's bank transfers/wires the money after the last date for bid submission, the contractor's bid will be liable for rejection. Upon executing the transfer, the contractor's bank will provide a reference number generated by NEFT software as confirmation of transfer, which has to be inputted by contractor in the payment section of its bid as payment confirmation before the bid is submitted (i.e.) as a pre-requisite for bid submission. Also, the account number from which the funds were transferred have to be inputted in the public Procurement system as

part of its bid.

As per Circular: PWD:15: ITC:2008/2099 Dated:02-12-2010 the Tenderer shall submit the ORIGINAL BG/FDR for Part EMD on or before the Opening of Technical Bid, if failed to submit, the bid will be rejected and the initial amount deposited through kppp.karnataka.gov.in will be forfeited and further their names will be proposed for Black Listing if resorted repeatedly.

14. Format and signing of Tender

Tenderer shall submit the Bid electronically before the submission date and time notified in The public Procurement portal.

D. Submission of Tenders

15. Tenderer shall submit the Bid electronically before the submission date and timenotified in The public Procurement portal.

16. Deadline for submission of the Tenders

16.1 Tenders must be received by the Employer **through the public Procurement portal only** no later than**date and time notified in the public Procurement portal.** However, in online the public Procurementsystem, tenderer shall not be able to submit the bid after the bid submission time and date as the icon or the task in the the public Procurement portal will not be available.

16.2 The Employer may extend the deadline for submission of tenders by issuing an amendment in accordance with Clause 5, in which case all rights and obligations of the Employer and the Tenderers previously subject to the original deadline will then be subject to the new deadline.

17. Late Tenders

17.1 In online the public Procurementsystem, Tenderer shall not be able to submit the bid after the bid submission time and date as the icon or the task in the The public Procurement portal will not be available.

18. Modification and Withdrawal of Tenders

Tenderer has the time to modify and correct or upload any relevant document in the portal till Bid submission date and time, as published in the The public Procurement portal.

E- Tender opening and evaluation

19. Opening of First Cover of all Tenders and evaluation to determine qualified Tenderers:

19.1The Employer will open online the First Covers of all the Tenders received through the public Procurement portal, in the presence of the Tenderers or their representatives who choose to attend at the date, time and the venue specified in the The public Procurement portal.In the event of the specified date of Tender opening being declared a holiday for the Employer, the Tenders will be opened at the appointed time and location on the next working day.

19.2Not Applicable

19.3The Tenderers names, the presence or absence of earnest money deposit (amount, format and validity), the submission of qualification information and such other information as the Employer may consider appropriate will be announced by

the Employer at the opening.

19.4 The Employer shall prepare minutes of the Tender opening, including the information disclosed to those present in accordance with Sub-Clause 19.3

19.5 NA

19.6 The Employer will evaluate and determine whether each tender (a) meets the eligibility criteria defined in ITT Clause 2; (b) is accompanied by the required earnest money deposit as per stipulations in ITT Clause and (c) meets the minimum qualification criteria stipulated in ITT Clause 3. The Employer will draw out a list of qualified Tenderers.

19.7

20. Opening of Second Cover of qualified Tenderers and evaluation:

20.1 The Employer will inform all the Qualified Tenderers the time, date and venue fixed for the opening of the Second Cover containing the priced Tenders. The Employer will open online the Second Covers of Qualified Tenderers at the date, time and the venue specified in the The public Procurement portal, in the presence of the Tenders or their representatives who choose to attend. In the event of the specified date of Second Cover opening being declared a holiday for the Employer, the Second Covers will be opened at the appointed time and location on the next working day.

20.2 Not Applicable

20.3 The Tenderers' names, the Tender prices, the total amount of each Tender, and such other details as the Employer may consider appropriate, will be announced by the Employer at the opening.

20.4 The employer shall prepare minutes of the tender opening including the information disclosed to those present in accordance with the sub clause 20.3

21. Process to be confidential

21.1 Information relating to the examination, clarification, evaluation, and comparison of Tenders and recommendations for the award of a contract shall not be disclosed to Tenderers or any other persons not officially concerned with such process until the award to the successful Tenderer has been announced. Any effort by a Tenderer to influence the Employer's processing of Tenders or award decisions may result in the rejection of his Tender.

22 Clarification of Tenders

22.1 To assist in the examination, evaluation, and comparison of Tenders, the Employer may, at his discretion, ask any Tenderer for clarification of his Tender, including breakdowns of unit rates. The request for clarification and the response shall be in writing or by cable, but no change in the price or substance of the Tender shall be sought, offered, or permitted.

22.2 Subject to sub-clause 22.1, no Tenderer shall contact the Employer on any matter relating to its Tender from the time of the Tender opening to the time the contract is awarded. If the Tenderer wishes to bring additional information to the notice of the Employer, it should do so in writing.

22.3 Any effort by the Tenderer to influence the Employer in the Employer’s Tender evaluation, Tender comparison or contract award decisions may result in the rejection of the Tenderers’ Tender.

23. Examination of Tenders and determination of responsiveness

23.1 Prior to the detailed evaluation of Tenders, the Employer will determine whether each Tender; (a) has digitally signed; and; (b) is substantially responsive to the requirements of the Tender documents.

23.2 A substantially responsive Tender is one which conforms to all the terms, conditions, and specifications of the Tender documents, without material deviation or reservation. A material deviation or reservation is one (a) which affects in any substantial way the scope, quality, or performance of the Works; (b) which limits in any substantial way, inconsistent with the Tender documents, the Employer's rights or the Tenderer's obligations under the Contract; or (c) whose rectification would affect unfairly the competitive position of other Tenderers presenting

substantially responsive Tenders.

23.3 If a Tender is not substantially responsive, it will be rejected by the Employer, and may not subsequently be made responsive by correction or withdrawal of the nonconforming deviation or reservation.

24. Correction of errors

The Tenderer can do Modification/corrections/changes to their bids till the last time and date of submission of bid in The public Procurement portal only

25. Evaluation and comparison of Tenders

25.1 The Employer will evaluate and compare only the Tenders determined to be substantially responsive in accordance with Clause 23.

25.2 The Employer reserves the right to accept or reject any variation, deviation, or alternative offer. Variations, deviations, and alternative offers and other factors which are in excess of the requirements of the Tender documents or otherwise result in unsolicited benefits for the Employer shall not be taken into account in Tender evaluation.

25.4 The estimated effect of the price adjustment conditions under Clause 41 of the Conditions of Contract, during the implementation of the Contract, will not be taken into account in tender Evaluation

25.5 If the tender of the successful tenderer is seriously unbalanced in relation to the Employer's estimate of the cost of the work to be performed under the contract, the Employer may require the Tenderer to produce detailed price analysis for any or all items of the Bill of Quantities, to demonstrate the internal consistency of those prices with the construction methods and schedule proposed. After evaluation of the price analyses, the Employer may require that the amount of the performance security set forth in Clause 29 be increased at the expense of the successful Tenderer to a level sufficient to protect the Employer against financial loss in the event of default of the successful under the contract.

F. Award of Contract

26. Awardcriteria

26.1 Subject to Clause 27, the Employer will award the Contract to the Tenderer whose Tender has been determined to be substantially responsive to the Tender documents and who has offered the lowest evaluated Tender Price, provided that such Tenderer has been determined to be (a) eligible in accordance with the provisions of Clause 2, and (b) qualified in accordance with the provisions of Clause 3.

27. Employer's right to accept any Tender and to reject any or all Tenders

27.1 Notwithstanding Clause 26, the Employer reserves the right to accept or reject any Tender, and to cancel the Tender process and reject all Tenders, at any time prior to the award of Contract, without thereby incurring any liability to the affected Tenderer or Tenderers or any obligation to inform the affected Tenderer or Tenderers of the grounds for the Employer's action.

28. Notification of award and signing of Agreement

28.1 The Tenderer whose Tender has been accepted will be notified of the award by the Employer prior to expiration of the Tender validity period by, e-mail or facsimile or The public Procurement portal or through letter. This letter (hereinafter and in the *Conditions ofContract* called the "Letter of Acceptance") will state the sum that the Employer will pay the Contractor in consideration of the execution, completion, and maintenance of the Works by the Contractor as prescribed by the Contract (hereinafter and in the Contract called the "Contract Price").

28.2 The notification of award will constitute the formation of the Contract, subject only to the furnishing of Security deposit in accordance with the provisions of Clause 29.

28.3 The Agreement will incorporate all agreements between the Employer and the successful Tenderer. It will be kept

ready for signature of the successful Tenderer in the office of Employer within 30 days following the notification of award along with the Letter of Acceptance. Within 20 days of receipt, the successful Tenderer will sign the Agreement and deliver it to the Employer.

28.4 Upon the furnishing by the successful Tenderer of the Performance Security, the Employer will promptly notify the other Tenderers that their Tenders have been unsuccessful.

29. Security deposit

29.1 Within 30 days of receipt of the Letter of Acceptance, the successful Tenderer shall deliver to the Employer a Security deposit in any of the forms given below for an amount equivalent to **5%** of the Contract price(As per Govt Order:FD 456 exp-12/2022, Bangalore Dated:10-08-2022) plus additional security for unbalanced tenders in accordance with Clause 25.5 of ITT and Clause 44 of the Conditions of Contract. For all works*:*

- Cash or-Banker's cheque/Demand draft, /Pay Order in favourof The**Executive Engineer-4, Project Implementation Unit, Bangalore.**
- A bank guarantee in the form given in Section 10; orSpecified Small Savings Instruments pledged to **Executive Engineer-4, Project Implementation Unit, Bangalore.**
- Fixed Deposit Receipts pledged in the name of **Executive Engineer-4, Project Implementation Unit, Bangalore.**

***(Severely Unbalanced tender is defined as a tender where the tender premium is negative beyond 10%. Additional security shall be collected for all Tenders whose tender Premium is negative beyond 10%, and no Additional Security shall be collected for all tenders whose Tender Premium is upto Minus 10%. Additional Security shall be collected only to the extent of negative premium beyond minus 10%)**

29.2 If the security deposit is provided by the successful Tenderer in the form of a Bank Guarantee, it shall be issued either by a Nationalized/Scheduled bank.

29.3 The security deposit if furnished in demand draft can, if requested, be converted to interest bearing securities at the cost of the contractor.

29.4 Failure of the successful Tenderer to comply with the requirements of Sub-Clause 29.1 shall constitute sufficient grounds for cancellation of the award and forfeiture of the Earnest money deposit.

30 Advance Payment and Security:

30.1 The Employer will provide an advance payment on the contract price as stipulated in the Conditions of Contract, subject to the maximum amount as stated in the Contract Data.

31. Corrupt or Fraudulent practices

31.1 The GOK requires that the Tenderers/Suppliers/Contractors, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, GOK:

(a) will reject a proposal for award if it determines that the Tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;

(b) will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a GOK contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a GOK contract.

31.2 Furthermore, Tenderers shall be aware of the provision stated in sub-clause 50.2 of the Conditions of Contract.

32. Debarment of tenderers. -

32.1 The procurement entity may debar tenderers, for a period not exceeding three years, from participation in its tenders, following such procedure as may be prescribed on the ground that tenderer is engaged in corrupt or fradulent practices in competing or executing the contract including misleading the procuring entity at any stage of procurement activity 'with a fradulent intention:

Provided that, no tenderer shall be debarred without giving opportunity of being heard.

32.2 The State Government may debar tenderers for a period not exceeding three years, from participating in any procurement activity within the State, following such procedure as may be prescribed, on grounds of, but not restricted to, criminal offence, corruption, integrity, honesty and work ethics:
Provided that, no tenderer shall be debarred without giving opportunity of being heard.

32.3 The State Government shall publish the list of so debarred tenderers under sub-section (32.2) from participating in any procurement activity on the Karnataka Public Procurement portal.

32.4 The tenderer so debarred under sub-section (32.2) shall not be entitled to apply to participate in tenders called by any procurement entity under this Act during the period so debarred.

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SECTION 3: QUALIFICATION INFORMATION

The information to be filled in by the Tenderer hereunder will be used for purposes of computing Tender capacity as provided for in Clause 3 of the Instructions to Tenderers. This information will not be incorporated in the Contract.

1.1 Constitution or legal status of Tenderer [Attach copy]

Place of Registration _____
(Attach Copy)

Principal place of business: _____

1.2 Total value of works
executed and payments received in the last five years

2020-21_____
2021-22_____
2022-23_____
2023-24_____
2024-25_____

1.3 Work performed as Prime Contractor (in the same name) on works of similar nature over during the five years specified in 1.2 above.

Project Name	Name of Employer	Description of Work	Contract Number	Value of contract Rs Lakhs	Date of issue of Work	Specified period of complet-ion	Actual date of complet-ion	Remarks explaining reasons for delay in completion of work
1	2	3	4	5	6	7	8	9

1.4 Quantities of work executed as prime contractor (in the same name) during the last five years specified in 1.2 above:

Year	Name of Work	Name of Employer	Quantity of work performed (As **per Section 3 Qualification of the Tenderer Clause 3.2 (c))**	Remarks (Indicate contract reference)
1	2	3	4	5
2020-21				
2021-22				
2022-23				

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2023-24				
2024-25				

1.5 Information on works for which Tenders have been submitted and works which are yet to be completed as on the date of this Tender.

(A) Existing commitments and on-going works:

Description of Work	Place & State	Contract No. & Date	Name & Date Address of Employer	Value of Contract (Rs. Lakhs)	Stipulated period of completion	Value of works remaining to be completed (Rs. Lakhs)	Anticipated date of completion
1	2	3	4	5	6	7	8

(B) Works for which Tenders already submitted:

Description of Work	Place & State	Name & Date Address of Employer	Estimated value of works (Rs. Lakhs)	Stipulated period of completion	Date when decision is expected	Remarks if any
1	2	3	4	5	6	7

1.6 The following items of equipment are considered essential for successfully carrying out the works. The tenderer should furnish all the information listed below.

Item of Equipment	Requirement No.	Requirement Capacity	Owned	Owned and available Number/Capacity	Owned and available Age/Condition	Remarks

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(as specified in clause 3.3)				

1.7 Reports on the financial standing of the tenderer, such as profit and loss statements and auditor's reports for the last five years;

1.8 Qualification and experience of the key technical and management personnel in permanent employment with the tenderer and those that are proposed to be deployed on this contract, if awarded.

Sl No	**Position**	**Qualification**	**Name of the person**
1	Project manager	BE (civil) + 15 yrs experience (5 yrs as project manager on road construction works)	2
2	Planning Engineer	B. E. in Civil Engineering with 15 years of experience (10 years in similar nature of work)	3
3	Quality Control Engineer	BE (civil) + 10 yrs. experience (07 yrs as QC Engineer)	3
4	Billing Engineer	Graduate/Diploma or B.E with 05 Years of Experiance	2
5	Biomedical Engineer	Graduate/Diploma or B.E with 05 Years of Experiance	2
6	MEP Engineer	Graduate/Diploma or B.E with 10 Years of Experiance	3

1.9. Name, address, and telephone, telex, and fax numbers of the Tenderers' bankers who may provide references if contacted by the Employer.

1.10 Evidence of access to financial resources to meet the qualification requirement specified in ITT Clause3.3 (b): Cash in hand, Letter of Credit etc. List them below and attach certificate from the Banker in the suggested format as under:

1.11 Deleted

1.12 Information on litigations in which the Tenderer is involved:

Other Party (ies)	Employer	Details of dispute	Amount involved	Remarks showing present status
1	2	3	4	5

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1.13 The proposed methodology and program of construction, backed with equipment planning and deployment, duly supported with broad calculations and quality control procedures proposed to be adopted, justifying their capability of execution and completion of the work as per technical specifications within the stipulated period of completion as per milestones.

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SECTION 4: FORMS OF TENDER, LETTER OF ACCEPTANCE, NOTICE TO PROCEED WITH THE WORK AND AGREEMENT FORM

Form of Tender

Description of the Works----------

Tender

To :
Address :

GENTLEMEN,

We offer to execute the Works described above in accordance with the Conditions of Contract accompanying this Tender for the Contract Price of

This Tender and your written acceptance of it shall constitute a binding contract between us. We understand that you are not bound to accept the lowest or any tender you receive.

The advance payment required is Rs
We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".

We hereby confirm that this Tender complies with the Tender validity and Earnest money deposit required by the Tender documents.

We attach herewith our current income-tax clearance certificate.

Authorized Signature:

Name & Title of Signatory: _____

Name of Tenderer _____

Address: _____

_____

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Letter of Acceptance

(letterhead paper of the Employer)

_____[date]

To: _____

[name and address of the Contractor]

Dear Sirs,

This is to notify you that your Tender dated _____ for execution of the----------for the Contract Price of Rupees ( ) [amount in words and figures], as corrected and modified in accordance with the Instructions to Tenderers is hereby accepted by our Agency.

You are hereby requested to furnish Security deposit plus additional security for unbalanced tenders in terms of Clause 25.5 of ITT, in the form detailed in Clause 29.1 of ITT for an amount of Rs.———— within 20 days of the receipt of this letter of acceptance valid up to 30 days from the date of expiry of Defects Liability Period i.e. up to 48 months from the date of Agreement (11monthsfor working period + 36 for Defective liability period + 1 month) and sign the contract, failing which action as stated in Para 29.4 of ITT will be taken.

Yours faithfully,

Authorized Signature

Name and Title of Signatory

Name of Agency

Issue of Notice to proceed with the work

(letterhead of the Employer)

———— (date)

To

———————————— (name and address of the Contractor)

_____

_____

Dear Sirs:

Pursuant to your furnishing the requisite security deposit as stipulated in ITT Clause 29.1 and signing of the contract agreement for the construction of----------at Tender Price of Rs.————, you are hereby instructed to proceed with the execution of the said works in accordance with the contract documents.

Yours faithfully,

Contractor Executive Engineer

Agreement Form

Agreement

This agreement, made the _____day of _____20_____, digitally signed date between ……(Name and address of the Employer) (hereinafter called "the Employer") of the one part and _____ _____ [name and address of contractor] (hereinafter called "the Contractor") of the other part. Whereas the Employer is desirous that the Contractor execute**----------(**Name and Identification Number of contract). (hereinafter called "the Works") and the Employer has accepted the Tender by the Contractor for the execution and completion of such Works and the remedying of any defects therein at a contract price of Rupees.....

NOW THIS AGREEMENT WITNESSETH as follows:

1. In this Agreement, words and expression shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to, and they shall be deemed to form and be read and construed as part of this Agreement.
2. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute and complete the Works and remedy any defects therein in conformity in all aspects with the provisions of the Contract.
3. The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying the defects wherein the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.
4. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz:
   i) Letter of Acceptance;
   ii) Notice to proceed with the works;
   iii) Contractor's Tender;
   iv) Contract Data;
   v) Conditions of contract (including Special Conditions of Contract);
   vi) Specifications;
   vii) Drawings;
   viii) Bill of Quantities; and
   ix) Any other document listed in the Contract Data as forming part of the contract.

IN WITNESS WHEREOF THE PARTIES HAVE EXECUTED AND DELIVERED THIS AGREEMENT AS OF THE DAY, MONTH AND YEAR DIGITALLY SIGNED.

SIGNED, SEALED AND DELIVERED For and on behalf of (THE AUTHORITY) by:	SIGNED, SEALED AND DELIVERED For and on behalf of (THE CONTRACTOR) by:

Contractor Executive Engineer

(Digital Signature)
(Name)
(Designation)

(Digital Signature)
(Name)
(Designation)

Upload Seal	Upload Seal

Within the knowledge of the following as the witnesses

1. (Digital Signature) (Name)	2. (Digital Signature) (Name)

SECTION 5: CONDITIONS OF CONTRACT

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Conditions of Contract

A. General

1. Definitions

1.1 Terms which are defined in the Contract Data are not also defined in the Conditions of Contract but keep their defined meanings. Bold letters are used to identify defined terms.

Bill of Quantities means the priced and completed Bill of Quantities forming part of the Tender.
Compensation events are those defined in Clause 38 hereunder.
The **Completion Date** is the date of completion of the Works as certified by the Employer in accordance with Sub Clause 46.1.
The **Contract** is the contract between the Employer and the Contractor to execute, complete and maintain the Works. It consists of the documents listed in Clause 2.2 below.
The **Contract Data** defines the documents and other information which comprise the Contract.
The **Contractor** is a person or corporate body whose Tender to carry out the Works has been accepted by the Employer.
The **Contractor's Tender** is the completed Tender document submitted by the Contractor to the Employer.
The **Contract price** is the price stated in the Letter of Acceptance and thereafter as adjusted in accordance with the provisions of the Contract.
Days are calendar days; **months** are calendar months.
A **Defect** is any part of the Works not completed in accordance with the Contract.
The **Defects liability period** is the period named in the Contract Data and calculated from the Completion Date.
The **Employer** is the party who will employ the Contractor to carry out the Works.

Equipment is the Contractor's machinery and vehicles brought temporarily to the Site to construct the Works.
The **Initial Contract price** is the Contract Price listed in the Employer's Letter of Acceptance.
The **Intended Completion Date** is the date on which it is intended that the Contractor shall complete the Works. The Intended Completion Date is specified in the Contract Data. The Intended Completion Date may be revised only by the Employer by issuing an extension of time.
Materials are all supplies, including consumables, used by the contractor for incorporation in the Works.
Plant is any integral part of the Works which is to have a mechanical, electrical, electronic or chemical or biological function.
The **Site** is the area defined as such in the Contract Data.
Specification means the Specification of the Works included in the Contract and any modification or addition made or approved by the Employer.
The **Start Date** is given in the Contract Data. It is the date when the Contractor shall commence execution of the works. It does not necessarily coincide with any of the Site Possession Dates.

A SUBCONTRACTOR**----- DELETED-----**

A **Variation** is an instruction given by the Employer which varies the Works.
The **Works** are what the Contract requires the Contractor to construct, install, and turn over to the Employer, as defined in the Contract Data.

2. Interpretation

2.1 In interpreting these Conditions of Contract, singular also means plural, male also means female or neuter, and the other way around. Headings have no significance. Words have their normal meaning under the language of the Contract unless specifically defined. The Employer will provide instructions clarifying queries about the Conditions of Contract.

2.2 The documents forming the Contract shall be interpreted in the following order of priority:

(1) Agreement
(2) Letter of Acceptance, notice to proceed with the works
(3) Contractor’s Tender
(4) Contract Data
(5) Conditions of Contract
(6) Specifications
(7) Drawings
(8) Bill of quantities and
(9) Any other document listed in the Contract Data as forming part of the Contract.

3. Law governing contract

3.1 The law governing the Contract is the Laws of India supplanted by the Karnataka Local Acts.

4. Employer's decisions

4.1 Except where otherwise specifically stated, the Employer will decide contractual matters between the Employer and the Contractor.

5. Delegation

5.1 The Employer may delegate any of his duties and responsibilities to other people after notifying the Contractor and may cancel any delegation after notifying the Contractor.

6. Communications

6.1 Communications between parties which are referred to in the conditions are effective only when in writing. A notice shall be effective only when it is delivered (in terms of Indian Contract Act).

7. Subcontracting - Deleted

7.1 **This Clause is deleted**.

8. Other Contractors

8.1 The Contractor shall cooperate and share the Site with other contractors, public authorities, utilities, and the Employer.

9. Personnel

9.1 The Contractor shall employ the technical personnel (of number and qualifications) as may be stipulated by GOK from time to time during the execution of the work. The technical staff so employed shall be available at site as may be stipulated by the Employer.

9.2 If the Employer asks the Contractor to remove a person who is a member of the Contractor's staff or his work force stating the reasons, the Contractor shall ensure that the person leaves the Site within seven days and has no further connection with the work in the Contract.

10. Employer's and Contractor's risks

10.1 The Employer carries the risks which this Contract states are Employer's risks, and the Contractor carries the risks which this Contract states are Contractor's risks.

11. Employer's risks

11.1 The Employer is responsible for the excepted risks which are:

(a) rebellion, riot commotion or disorder unless solely restricted to employees of the Contractor or his Sub-Contractors arising from the conduct of the Works; or

(b) a cause due solely to the design of the Works, other than the Contractor's design; or

(c) any operation of the forces of nature (in so far as it occurs on the Site) which an experienced contractor:

(i) could not have reasonably foreseen; or

(ii) could reasonably have foreseen, but against which he could not reasonably have taken at least one of the following measures;

(A) Prevent loss or damage to physical property from occurring by taking appropriate measures or

(B) Insure against such loss or damage

12. Contractor's risks

12.1 All risks of loss of or damage to physical property and of personal injury and death which arise during and in consequence of the performance of the Contract other than the excepted risks are the responsibility of the Contractor.

13. Insurance:

13.1 The Contractor shall prior to commencing the works, effect and thereafter maintain insurances, in the joint names of the Employer and the Contractor, (cover from the first working day after the Start Date to the end of Defects Liability Period), in the amounts stated in the Contract Data:

(a) for loss of or damage to the Works, Plants and Materials and the Contractor's equipment;

(b) for liability of both Parties for loss, damage, death and injury to third parties or their property arising out of the Contractor's performance of the Contract including the Contractor's liability for damage to the Employer's property other than the Works and

(c) for liability of both Parties and of any Employer's representative for death and injury to the Contractor's personnel except to the extent that liability arises from the negligence of the Employer, any Employer's representative or their Employees.

13.2 Policies and certificates for insurance shall be delivered by the Contractor to the Employer for his approval before the Start Date. All such insurance shall provide for compensation to be payable to rectify the loss or damage incurred. All payments received from insurers relating to loss or damage shall be held jointly by the Parties and used for the repair of the loss or damage or as compensation for loss or damage that is not to be repaired.

13.3 If the Contractor fails to effect or keep in force any of the insurances referred to in the previous sub-clauses or fails to provide satisfactory evidence, policies or receipts, the Employer may without prejudice to any other right or remedy, effect insurance for the cover relevant to such default and pay the premiums due and recover the same as a deduction from any other monies due to the Contractor. If no payments is due, the payment of the premiums shall be a debt due.

13.4 Alterations to the terms of insurance shall not be made without the approval of the Employer.

13.5 Both Parties shall comply with any conditions of the insurance policies.

14. Site Investigation Reports:

14.1 The Contractor, in preparing the tender, shall rely on any site investigation reports referred to in the Contract data, supplemented by any information available to the Tenderer.

15. Queries about the Contract Data

15.1 The Employer will clarify queries on the Contract Data.

16. Contractor to construct the Works

16.1 The Contractor shall construct the Works in accordance with the Specification and Drawings.

17. The Works to be completed by the Intended Completion Date

17.1 The Contractor may commence execution of the Works on the Start Date and shall carry out the Works in accordance with the program submitted by the Contractor, as updated with the approval of the Employer, and complete them by the Intended Completion Date.

18. Approval by the Employer:

18.1 The Contractor shall submit Specification and drawings showing the proposed Temporary Works to the Employer, who is to approve them if they comply with the Specifications and Drawings.

18.2 The Contractor shall be responsible for the design of Temporary Works

18.3 The Employer's approval shall not alter the Contractor's responsibility for design of the Temporary Works.

18.4 The Contractor shall obtain approval of third parties to the design of third parties to the design of the temporary Works where required.

18.5 All Drawings prepared by the Contractor for the execution of the temporary or permanent Works, are subject to prior approval by the Employer before their use.

19. Safety

19.1 The Contractor shall be responsible for the safety of all activities on the Site.

20. Discoveries

20.1 Anything of historical or other interest or of significant value unexpectedly discovered on the Site is the property of the Employer. The Contractor is to notify the Employer of such discoveries and carry out the Employer's instructions for dealing with them.

21. Possession of the Site

21.1 The Employer shall give possession of all parts of the Site to the Contractor. If possession of a part is not given by the date stated in the Contract Data the Employer is deemed to have delayed the start of the relevant activities and this will be Compensation Event.

22. Access to the Site

22.1 The Contractor shall allow the Employer and any person authorized by the Employer access to the Site, to any place where work in connection with the Contract is being carried out or is intended to be carried out and to any place where materials or plant are being manufactured / fabricated / assembled for the works.

23. Instructions

23.1 The Contractor shall carry out all instructions of the Employer which comply with the applicable laws where the Site is located.

24. Procedure for resolution of Disputes:

24.1 If the Contractor is not satisfied with the decision taken by the Employer, the dispute shall be referred by either party to Arbitrat
ion within 30 days of the notification of the Employer's decision.

24.2 If neither party refers the dispute to Arbitration within the above 30 days, the Employer's decision will be final and binding.

24.3 The Arbitration shall be conducted in accordance with the arbitration procedure stated in the Special Conditions of Contract.

B. Time Control

25. Programme

25.1 Within the time stated in the Contract Data the Contractor shall submit to the Employer for approval a Program showing the general methods, arrangements, order, and timing for all the activities in the Works.

25.2 The Employer's approval of the Program shall not alter the Contractor's obligations. The Contractor may revise the Program and submit it to the Employer again at any time. A revised Program is to show the effect of Variations and Compensation Events.

26. Extension of the Intended Completion Date

26.1 The Employer shall extend the Intended Completion Date if a Compensation Event occurs or a Variation is issued which makes it impossible for Completion to be achieved by the Intended Completion Date.

26.2 The Employer shall decide whether and by how much to extend the Intended Completion Date within 21 days of the Contractor asking the Employer for a decision upon the effect of a Compensation Event or Variation and submitting full supporting information.

27. Delays ordered by the Employer

27.1 The Employer may instruct the Contractor to delay the start or progress of any activity within the Works.

28. Management meetings

28.1 The Employer may require the Contractor to attend a management meeting. The business of a management meeting shall be to review the progress achieved and the plans for remaining work.

28.2 The responsibility of the parties for actions to be taken is to be decided by the Employer either at the management meeting or after the management meeting and stated in writing to be distributed to all who attended the meeting.

C. Quality Control

29. Identifying defects

29.1 The Employer shall check the Contractor's work and notify the Contractor of any Defects that are found. Such checking shall not affect the Contractor's responsibilities. The Employer may instruct the Contractor to search for a Defect and to uncover and test any work that the Employer considers may have a Defect

30. Tests

30.1 If the Employer instructs the Contractor to carry out a test not specified in the Specification to check whether any work has a Defect and the test shows that it does, the Contractor shall pay for the test and any samples. If there is no Defect the test shall be a Compensation Event.

31. Correction of defects

31.1 The Employer shall give notice to the Contractor of any Defects before the end of the Defects Liability Period, which begins at Completion and is defined in the Contract Data. The Defects Liability Period shall be extended for as long as Defects remain to be corrected.31.2 Every time notice of a Defect is given; the Contractor shall correct the notified Defect within the length of time specified by the Employer's notice.

32. Uncorrected defects

32.1 If the Contractor has not corrected a Defect within the time specified in the Employer's notice, the Employer will assess the cost of having the Defect corrected, and the Contractor will pay this amount.

D.Cost Control

33. Bill of Quantities (BOQ)

33.1 The BOQ shall contain items for the construction, installation, testing, and commissioning work to be done by the Contractor.

33.2 The BOQ is used to calculate the Contract Price. The Contractor is paid for the quantity of the work done at the rate in the BOQ for each item

34. Variations

34.1 The Employer shall have power to order the Contractor to do any or all of the following as considered necessary or advisable during the progress of the work by him

(a) Increase or decrease of any item of work included in the Bill of Quantities (BOQ);
(b) Omit any item of work;
(c) Change the character or quality or kind of any item of work;
(d) Change the levels, lines, positions and dimensions of any part of the work;
(e) Execute additional items of work of any kind necessary for the completion of the works; and
(f) Change in any specified sequence, methods or timing of construction of any part of the work.

34.2 The Contractor shall be bound to carry out the work in accordance with any instructions in this connection, which may be given to him in writing by the Employer and such alteration shall not vitiate or invalidate the contract.

34.3 Variations shall not be made by the Contractor without an order in writing by the Employer, provided that no order in writing shall be required for increase or decrease in the quantity of an item appearing in the BOQ so long as the work executed conforms to the approved drawings.

34.4 The Contractor shall promptly request in writing to the Employer to confirm verbal orders and the officer issuing oral instructions shall confirm it in writing within 30 days, failing which the work shall be carried out as though there is no variation. In case variation is approved it shall be accompanied by BOQ failing which the contractor shall be responsible for deviation if any. Further approval of Govt has to be obtained for the variation exceeding 5 %.

35. Payments for Variations

35.1 Payment for increase in the quantities of an item in the BOQ up to 25% of that provided in the Bill of Quantities shall be made at the rates quoted by the Contractor.

35.2 For quantities in excess of 125% of the tendered quantity of an item as given in the BOQ, the Contractor shall be paid at the rate entered in or derived from in the Schedule of Rates (applicable for the area of the work and current at the time of award of contract) plus or minus the overall percentage of the original tendered rates over the current Schedule of Rates prevalent at the time of award of contract.

35.3 If there is no rate for the additional, substituted or altered item of the work in the BOQ, efforts would be made to derive the rates from those given in the BOQ or the Schedule of Rates (applicable for the area of the work and current at the time of award of contract) and if found feasible the payment would be made at the derived rate for the item plus or minus the overall percentage of the original tendered rates over the current Schedule of Rates prevalent at the time of award of contract

35.4 If the rates for additional, substituted or altered item of work cannot be determined either as at 35.1 or 35.2 or 35.3 above, the Contractor shall be requested to submit his quotation for the items supported by analysis of the rate or rates claimed, within 7 days.

35.5 If the Contractor's quotation is determined unreasonable, the Employer may order the Variation and make a change to the Contract Price which shall be based on Employer’s own forecast of the effects of the Variation on the Contractor's costs.

35.6 If the Employer decides that the urgency of varying the work would prevent a quotation being given and considered without delaying the work, no quotation shall be given and the Variation shall be treated as a Compensation Event.

35.7 Under no circumstances the Contractor shall suspend the work on the plea of non-settlement of rates for items falling under this Clause.

36. Submission of bills for payment

36.1 The Contractor shall submit to the Employer monthly bills of the value of the work completed less the cumulative amount paid previously.

36.2 The Employer shall check the Contractor's bill and determine the value of the work executed which shall comprise of (i) value of the quantities of the items in the BOQ completed and (ii) valuation of Variations and Compensation Events.

36.3 The Employer may exclude any item paid in a previous bill or reduce the proportion of any item previously paid in the light of later information.

37. Payments

37.1 Payments shall be adjusted for deductions for advance payments other than reconvenes m terms of contract and taxes, at source, as applicable under the law. The Employer shall, **"as far as possible”,** pay the Contractor within 60 days of submission of bill. The contractor shall be liable to pay liquidated damages for shortfall in progress. For progress beyond the agreed programme, payment is subject to availability of the grants.
For progress beyond the agreed programme payment is subject to availability of the grants.

37.2 Items of works for which no rate or price has been entered in will not be paid for by the employer and shall be

deemed covered by other rates and prices in the Contract.

38. Compensation events

38.1 The following are Compensation events unless they are caused by the Contractor:

(a) The Employer does not give access to a part of the Site by the Site Possession Date stated in the Contract Data.
(b) The Employer orders a delay or does not issue drawings, specifications or instructions required for execution of works on time.
(c) The Employer instructs the Contractor to uncover or to carry out additional tests upon work which is then found to have no Defects.
(d) The Employer gives an instruction for dealing with an unforeseen condition, caused by the Employer, or additional work required for safety or other reasons.
(e) The effect on the Contractor of any of the Employer's Risks.
(f) The Employer unreasonably delays issuing a Certificate of Completion.
(g) Other Compensation Events listed in the Contract Data or mentioned in the Contract.

38.2 If a Compensation Event would cause additional cost or would prevent the work being completed before the Intended Completion Date, the Contract Price shall be increased and/or the Intended Completion Date is extended. The Employer shall decide whether and by how much the Contract Price shall be increased and whether and by how much the Intended Completion Date shall be extended.

38.3 As soon as information demonstrating the effect of each Compensation event upon the Contractor's forecast cost has been provided by the Contractor, it is to be assessed by the Employer and the Contract Price shall be adjusted accordingly. If the Contractor's forecast is deemed unreasonable, the Employer shall adjust the Contract Price based on Employer's own forecast. The Employer will assume that the Contractor will react competently and promptly to the event.

38.4 The Contractor shall not be entitled to compensation to the extent that the Employer's interests are adversely affected by the Contractor not having given early warning or not having cooperated with the Employer.

39. Tax

39.1 The rates quoted by the Contractor shall be deemed to be inclusive of the sales tax,labour welfarecess and other taxes excluding GST that the Contractor will have to pay for the performance of this Contract. The Employer will perform such duties in regard to the deduction of such taxes at source as per applicable law.

40. **Price Adjustment:**

40.1 Contract price shall be adjusted for increase or decrease in rates and prices of labour, materials, fuels and lubricants in accordance with the following principles and procedures and as per formulae given in the Contract Data.

(a) The price Adjustment shall apply for the work done from the date of commencement up to the end of original period of completion or extensions granted by the Employer and shall not apply to work carried out beyond the stipulated period of completion for reasons attributable to the Contractor;
(b) Price Adjustment shall be admissible from the date of opening of tenders (original or extended)
(c) The price adjustment shall be determined during each quarter from the formulae given in Contract Data.
(d) Following expressions and meanings are assigned to the work done during the quarter:

R = Total value of work done during the quarter. It will **exclude** value for works executed under variations for which price adjustment (if any) will be worked out separately based on the terms mutually agreed.

40.2 To the extent that full compensation for any rise or fall in costs to the contractor is not covered by the provisions of this or other Clauses in the Contract, the unit rates included in the contract shall be deemed to include amounts to cover the contingency of such other rise or fall in costs.

Price Adjustment: The formulae for price Adjustment shall be as prescribed in Annexure -1 to the G.O. No. FD 59 PRO. Cell/2004 dated 26-11-2004 and **Government order No. 791 Exp-12/2015, Bangalore, Date26.02.2016)**

41. Liquidated damages

41.1 The Contractor shall pay liquidated damages to the Employer at the rate per day stated in the Contract Data for each day that the Completion Date is later than the Intended Completion Date (for the whole of the works or the milestone as stated in the Contract Data). The total amount of liquidated damages shall not exceed the amount defined in the Contract Data. The Employer may deduct liquidated damages from payments due to the Contractor. Payment of liquidated damages does not affect the Contractor's liabilities.

41.2 If the Intended Completion Date is extended after liquidated damages have been paid, the Employer shall correct any overpayment of liquidated damages by the Contractor by adjusting the next payment of bill.

42. Advance Payments:

42.1 The Employer shall make payment to the Contractor of the amounts stated in the Contract Data by the date stated in the Contract Data, against provision by the Contractor of an unconditional bank guarantee in a form acceptable to the Employer issued by a Nationalized/Scheduled Bank in amounts equal to the advance payment. The guarantee shall remain effective until the advance payment has been repaid, but the amount of the guarantee shall be progressively reduced by the amounts repaid by the Contractor. Interest will not be charged on the advance payment.

42.2 The Contractor is to use the advance payment only to pay for Mobilization expenses required specifically for execution of the Works. The Contractor shall demonstrate that advance payment has been used in this way by supplying copies of invoices or other documents to the Employer.

42.3 The advance payment shall be repaid by deducting proportionate amounts from payments otherwise due to the Contractor, following the schedule of completed percentages of the Works on a payment basis. No account shall be taken of the advance payment or its repayment in assessing valuation of the work done, variations, price adjustments, compensation events or liquidated damages.

43. Securities:

The Security deposit (including additional security for unbalanced tenders) shall be provided to the Employer no later than the date specified in the Letter of Acceptance and shall be issued in an amount and form and type of instrument acceptable to the Employer. The Security deposit shall be valid until a date 30 days from the date of expiry of Defects Liability Period and the additional security for unbalanced tenders shall be valid until a date 30 days from the date of issue of the certificate of completion.

44. Cost of Repairs:

44.1 Loss or damage to the Works or Materials to be incorporated in the Works between the Start Date and the end of the Defects Correction periods shall be remedied by the Contractor at the Contractor's cost if the loss or damage arises from the Contractor's acts or commissions.

E. Finishing the Contract

45. Completion

45.1 The Contractor shall request the Employer to issue a Certificate of Completion of the Works and the Employer will do so upon deciding that the Work is completed.

46. Taking over

46.1 The Employer shall take over the Site and the Works within seven days of issuing a certificate of Completion.

47. Final account

47.1 The Contractor shall supply to the Employer a detailed account of the total amount that the Contractor considers payable under the Contract before the end of the Defects Liability Period. The Employer shall issue a Defect Liability Certificate and certify any final payment that is due to the Contractor within 90 days of receiving the Contractor's account if it is correct and complete. If it is not, the Employer shall issue within 90 days a schedule that states the scope of the corrections or additions that are necessary. If the Final Account is still unsatisfactory after it has been resubmitted, the Employer shall decide on the amount payable to the Contractor and make payment within 60 days of receiving the Contractor's revised account.

48. As built drawings and /or Operating and Maintenance Manuals

48.1 If "as built" Drawings and/or operating and maintenance manuals are required; the Contractor shall supply them by the dates stated in the Contract Data.

48.2 If the Contractor does not supply the Drawings by the dates stated in the Contract Data, or they do not receive the Employer's approval, the Employer shall withhold the amount stated in the Contract Data from payments due to the Contractor.

49. Termination

49.1 The Employer may terminate the Contract if the other party causes a fundamental breach of the Contract.

49.2 Fundamental breaches of Contract include, but shall not be limited to the following:

(a) the Contractor stops work for 45 days when no stoppage of work is shown on the current Program and the stoppage has not been authorized by the Employer;

(b) **This clause is deleted**

(c) The Contractor becomes bankrupt or goes into liquidation other than for a reconstruction or amalgamation;

(d) **This clause is deleted**

(e) the Employer gives Notice that failure to correct a particular Defect is a fundamental breach of Contract and the Contractor fails to correct it within a reasonable period of time determined by the Employer;

(f) the Contractor does not maintain a security which is required;

(g) the Contractor has delayed the completion of works by the number of days for which the maximum amount of liquidated damages can be paid as defined in the Contract data; and

(h) if the Contractor, in the judgment of the Employer has engaged in corrupt or fraudulent practices in competing for or in the executing the Contract.

For the purpose of this paragraph: "corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution. "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Borrower, and includes collusive practice among Tenderers (prior to or after Tender submission) designed to establish Tender prices at artificial non-competitive levels and to deprive the Borrower of the benefits of free and open competition."

49.3 When either party to the Contract gives notice of a breach of contract to the Employer for a cause other than those listed under Sub Clause 49.2 above, the Employer shall decide whether the breach is fundamental or not.

49.4 Notwithstanding the above, the Employer may terminate the Contract for convenience.

49.5 If the Contract is terminated the Contractor shall stop work immediately, make the Site safe and secure and leave the Site as soon as reasonably possible.

50. Payment upon Termination

50.1 If the Contract is terminated because of a fundamental breach of Contract by the Contractor, the Employer shall prepare bill for the value of the work done less advance payments received up to the date of the bill, less other recoveries due in terms of the contract, less taxes due to be deducted at source as per applicable law and less the percentage to apply to the work not completed as indicated in the Contract Data. Additional Liquidated Damages shall not apply. If the total amount due to the Employer exceeds any payment due to the Contractor the difference shall be a debt payable to the Employer.

50.2 If the Contract is terminated at the Employer's convenience or because of a fundamental breach of Contract by the Employer, the Employer shall prepare bill for the value of the work done, the reasonable cost of removal of Equipment, repatriation of the Contractor's personnel employed solely on the Works, and the Contractor's costs of protecting and securing the Works and less advance payments received up to the date of the certificate, less other recoveries due in terms of the contract, and less taxes due to be deducted at source as per applicable law and make payment accordingly.

51. Property

51.1 All materials on the Site, Plant, Equipment, Temporary Works and Works are deemed to be the property of the Employer, if the Contract is terminated because of a contractor's default.

52. Release from performance

52.1 If the Contract is frustrated by any event entirely outside the control of either the Employer or the Contractor the Employer shall certify that the Contract has been frustrated. The Contractor shall make the Site safe and stop work as quickly as possible after receiving this certificate and shall be paid for all work carried out before receiving it and for any work carried out afterwards to which commitment was made

F. Special Conditions of Contract

1. Labour:

The Contractor shall, unless otherwise provided in the Contract, make his own arrangements for the engagement of all staff and labour, local or other, and for their payment, housing, feeding and transport.

The Contractor shall, if required by the Employer, deliver to the Employer a return in detail, in such form and at such intervals as the Employer may prescribe, showing the staff and the numbers of the several classes of labour from time to time employed by the Contractor on the Site and such other information as the Employer may require.

2. Compliance with labourregulations:

During continuance of the contract, the Contractor and ~~his sub-contractors~~ shall abide at all times by all existing labour enactments and rules made there under, regulations, notifications and bye laws of the State or Central Government or local authority and any other labour law (including rules), regulations, bye laws that may be passed or notification that may be issued under any labour law in future either by the State or the Central Government or the local authority. The Contractor shall keep the Employer indemnified in case any action is taken against the Employer by the competent authority on account of contravention of any of the provisions of any Act or rules made there under, regulations or notifications including amendments. If the Employer is caused to pay or reimburse, such amounts as may be necessary to cause or observe, or for non-observance of the provisions stipulated in the notifications/bye laws/Acts/Rules/regulations including amendments, if any, on the part of the Contractor, Employer shall have the right to deduct any money due to the Contractor including his amount of security deposit. The Employer shall also have right to recover from the Contractor any sum required or estimated to be required for making good the loss or damage suffered by the Employer.
The employees of the Contractor and the Sub-Contractor in no case shall be treated as the employees of the Employer at any point of time.

3. Protection of Environment:

The contractor shall take all reasonable steps to protect the environment on and off the Site and to avoid damage or nuisance to persons or to property of the public or others resulting from pollution, noise or other causes arising as a consequence of his methods of operation. During continuance of the contract, the contractor and his sub-contractors shall abide at all times by all existing enactments on environmental protection and rules made there under, regulations, notifications and bye-laws of the State or Central Government, or local authorities and any other law, bye-law, regulations that may be passed or notification that may be issued in this respect in future by the State or Central Government or the local authority.

4. Deleted

4.1 Deleted.

5. Death of a Contractor:

In the case of death of a contractor after executing / commencement of the work, his legal heir, if an eligible registered contractor and willing can executive and complete the work at the accepted tender rates irrespective of the cost of work.

6. Establishment of Field laboratory (Clause 30)

The contractor shall establish the field-testing laboratory within two weeks from the date of agreement as per the details provided in **Section 6: Specification**

7. Work done certificates

The public Procurement Indent Numbers Should be mentioned in all submitted work done certificates for similar work done and Quantities.

8. Conditional Tenders will not be accepted.

9. Turnover certificate from CA with valid UDIN No. to be furnished along with necessary

documents.

10. Tenderer has to quote same rates for the items which are repetitive in all sub estimates, if any discrepancies lowest rates will be considered.

SECTION 6: CONTRACT DATA		
Items marked "N/A" do not apply in this Contract		
The following documents are also part of the Contract:		**Clause Reference**
The Employer is:		
Name:	**The Executive Engineer-4, PIU**	[1.1]
Address:	**9thfloor , Shopping Complex, Jayanagra 4th Block, Bangalore-560011**	

Contractor Executive Engineer

Name of authorized Representative:	**Executive Engineer-4, Project Implementation Unit, Bangalore**	
The name and identification number of the Contract is		[1.1]
"Proposed Construction & Upgradation of Existing maternity & Referral Hospital as per IPHS 2022 Standards including Supply of Medical Equipment's, Installation Of MGPL, Firefighting works, HVAC, Electrical and Other Allied Works in GBA Limits.''		
The Works consist of	**Buidings, Firefighting, HVAC, STP, Medical Equipementsetc**	
The start date shall be **One week from the** date of issue of notice to proceed with the work.		[1.1]
The Intended Completion Date for the whole of the Works is 18**Months**with the following mile stones.		[17,26]

Milestone dates:	Physical works to be completed	Period from the date of issue of Notice to proceed with the work
Milestone 1	Cumulative financial progress of 30% of contract value	08months
Milestone 2	Cumulative financial progress of 70% of contract value	10months
Milestone 3	Completing all works with financial progress of 100% of contract value	18months

The contractor shall furnish his own methodology (BarChart) of working prior to the commencement of work, However the financial achievements has to be achieved as shown in the above chart.

The Site Possession Date is: **One Week after date of issue of**notice to proceed with the work.	[21]
The Site is located inLimits of Vijayapura City corporation	[1.1]
The Defects Liability Period is 365**daysfrom the date of completion of work**.	[31]

Insurance requirements are as under: [13]

	Type of Cover	Minimum cover for Insurance
(i)	Works and of Plant and materials	The sum stated in the Agreement(ContractValue) plus 20%
(ii)	Loss or damage to equipment	Full replacement cost
(iii)	Loss or damage to property of Third Party	Full replacement cost
(iv)	Personal injury or death insurance (a) for Third Party (ForTwo)	
	(b) for Contractor's employees or labour	In accordance with the statutory requirements applicable to Karnataka minimum of Rs. 5 lakh per person and insurance shall cover minimum 4 persons

Price Adjustment:

Price Adjustment: The formulae for price Adjustment shall be as prescribed in Annexure -1 to the G.O. No. FD 59 PRO. Cell/2004 dated 26-11-2004 and **Government order No. 791 Exp-12/2015, Bangalore, Date26.02.2016)**

***If the period of execution is more than 6 months but less than or equal to 12 months for work costing more than Rs 50 lakhs, Star rates in respects of specified materials (Cement, Steel, and Bitumen) only shall be payable to the contractor based on the All-India Average Whole Sale Price Index for the said materials. The star rates adjustments shall be increased or decreased in the Index as applied to be said materials between the last date for receiving bids and the date of execution as per the approved"**

" For all works costing more than Rs.50 lakhs, if the period of execution is more than 12 months, the price adjustment will be calculated as prescribed in Annexure to G.O. No: FD 59 PRO Cell/ 2004, dt: 26.11.2004."

Price Adjustment Formula; [40]

R= Value of work as defined in Clause 40.1 of Conditions of Contract.

~~**Adjustment for labour component:**~~

~~(i) Price adjustment for increase or decrease in the cost due to labour shall be paid in accordance with the following formula:~~

~~$V_L = 0.85 X P_L/100 X R X(L_i - L_o) /L_o$ Where,~~

~~V_L = Increase or decrease in the cost of work during the quarter under consideration due to changes in rates for local labour;~~

~~L_o = The average consumer price index for industrial workers for …… Centre for the quarter preceding the date of opening of tenders as published by the Labour Bureau, Ministry of Labour, Government of India;~~

~~L_i = The average consumer price index for industrial workers for ……..Centre for the~~

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~~quarter under consideration as published by Labour Bureau, Ministry of Labour, Government of India~~

~~P_L = Percentage of labour component of the work~~

Adjustment for cement component

(ii) Price adjustment for increase or decrease in the cost of cement component procured by the contractor shall be paid in accordance with the following formula.

$V_C = 0.85 \times P_C / 100 \times R \times (C_i - C_o) / C_o$, Where,

V_C = Increase or decrease in the cost of the work during the quarter under considerationdue to changes in the rates for cement;

C_o = The all India average wholesale price index [11]for cement (Ordinary Portland Cement) for the quarter preceding the date of opening of the tenders as published by the Office of Economic Advisor, Ministry of Commerce and Industry, Government of India , New Delhi;

C_i = The all India average wholesale price index for cement (Ordinary Portland Cement) for the quarter under consideration as published by the Office of Economic Advisor, Ministry of Commerce and Industry, Government of India, New Delhi

P_C = Percentage of cement component of the work

Note: For the application of this clause index of Ordinary Portland Cement[42] has been chosen to represent Cement Group

Adjustment for steel component:

(iii) Price adjustment for increase or decrease in the cost of steel procured by the contractor shall be paid in accordance with the following formula.

$V_S = 0.85 \times P_S / 100 \times R \times (S_i - S_o)/S_o$ where,

V_S = Increase or decrease in the cost of work during the quarter under consideration due to changes in the rates for steel;

S_o = The all India average wholesale price index for steel (steel rods) for the quarter preceding the date of opening of Bids as published by the Office of Economic Advisor, Ministry of Commerce and Industry, Government of India, New Delhi

S_i = The all India average wholesale price index for steel (steel rods) for the quarter under considerationas publishedby theOffice ofEconomic Advisor, Ministry of Commerce and Industry, New Delhi

P_S = Percentage of steel component of the work

Note: For the application of this clause, index of steel rods has been chosen to represent steel group.

Adjustment of Bitumen Component:

(iv) Price adjustment for increase or decrease in the cost of bitumen shall be paid in accordance with the following formula:

$V_B = 0.85 \times P_B/100 \times R \times (B_i - B_o)/B_o$, Where

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V_B = Increase or decrease in the cost of work during the quarter under consideration due to changes in the rate for bitumen.

B_o = The official retail price of bitumen at the …… depot at……. on the day 30 days prior to the date of opening of Bids.

B_i = The official retail price of bitumen at the …….. depot, at ……... for the 15th day of the middle calendar month of the quarter under consideration.

P_B = Percentage of bitumen component of the work.

~~Adjustment of Fuel and Lubricant component:~~

~~(v) Price adjustmentfor increaseor decreasein costof Fueland Lubricantsshall bepaid in accordance with the following formula:~~

~~$V_F = 0.85 \times P_F/100 \times R \times (F_i - F_o)/ F_o$, Where,~~

~~V_F = Increase or decrease in the cost of work during the quarter under consideration due to changes in the rates for Fuel and Lubricants.~~

~~F_o = The official retail price of High Speed Diesel (HSD) at the IOC/HPCL/BPCL at ……..on the day 30 days prior to the date of opening of Bids.~~

~~F_i = The official retail price of HSD at the IOC/HPCL/BPCL at ……..for the 15th day of the middle calendar month of the quarter under consideration~~

~~P_F = Percentage of Fuel and Lubricant component of the work.~~

~~Note: For the application of this Clause the price of HSD has been chosen to represent Fuel and Lubricant Group~~

~~Adjustment for Construction Machinery Component:~~

~~(vi) Price adjustment for increase or decrease in the cost of Construction Machinery procured by the contractor shall be paid in accordance with the following formula:~~

~~$V_P = 0.85 \times P_{CM}/100 \times R \times (P_i - P_o)/P_o$, Where~~

~~V_P = Increase or decrease in the cost of work during the quarter under consideration due to changes in the rates for Construction Machinery.~~

~~P_o = The all India average wholesale price index for Construction Machinery for the quarter preceding the date of opening of bids, as published by theOffice of the Economic Advisor, Ministry of Commerce and Industry, Government of India, New Delhi~~

~~P_i =The all India average wholesale price index for Construction Machinery~~

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~~for the quarter~~
~~under consideration as published by the Office of the Economic Advisor, Ministry of~~
~~Commerce and Industry, Government of India, New Delhi~~
~~P_{CM} = Percentage of Construction Machinery component of the work.~~

~~**Note: For the application of this Clause index of Construction Machinery has been chosen to represent the Construction Machinery Group.**~~

~~**Adjustment for Other materials.:**~~

~~(vii) Price adjustment for increase or decrease in the cost of other materials other than cement, steel, bitumen and Fuel and Lubricants, procured by the contractor shall be paid in accordance with the following formula:~~

~~$V_M = 0.85 \times P_M/100 \times R \times (M_i - M_o)/M_o$, Where~~

~~V_M = Increase or decrease in the cost of work during the quarter under consideration due to changes in the rates for local materials other than cement, steel, bitumen and Fuel and Lubricants.~~
~~M_o =The all India average wholesale price index for all commodities for the quarter preceding the date of opening of bids, as published by the Office of the Economic Advisor, Ministry of Commerce and Industry, Government of India, New Delhi~~
~~M_i =The all India average wholesale price index for all commodities for the quarter under consideration as published by the Office of the Economic Advisor, Ministry of Commerce and Industry, Government of India, New Delhi~~
~~P_M = Percentage of other material component (Other than cement, steel, bitumen and Fuel and Lubricants) of the work.~~

~~The following percentages will govern the price adjustment for the entire contract:~~

1. Cement - P_C 7.73%
2. Steel - P_S 5.80%
3. Bitumen - P_B 2.99%

The liquidated damages for the whole of the works are

0.1 percent of the contract value with respect to milestones.

The maximum amount of liquidated damages for the whole of the works is 10% (ten percent) of final contract prices. [41]

The amounts of the advance payment are**: (Notapplicable)** [42]

(The advance payment will be paid to the Contractor no later than 30 days after fulfillment of the above conditions).

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Repayment of advance payment for mobilization: [42]

The advance loan shall be repaid with percentage deductions from the interim payments certified by the Engineer under the Contract. Deductions shall commence in the next Interim Payment Certificate following that in which the total of all such payments to the Contractor has reached not less than 15 percent of the Contract Price or 2 months from the date of payment of first installment of advance, whichever period concludes earlier, and shall be made at the rate of 7.5% percent of the amounts of all Interim Payment Certificates until such time as the loan has been repaid, always provided that the loan shall be completely repaid prior to the expiry of the original time for completion pursuant to Clauses 17 and 26.

The date by which "as-built" drawings in 2 sets are required is within 30 days of issue of certificate of completion of Whole or Section of the Work as the case may be. [48]

The date by which Operating and Maintenance Manuals are required is within 30 days of issue of certificate of completion of Whole or Section of the Work as the case may be. [48]

The amount to be withheld for failing to supply "as built" drawings or supply of Operation and Maintenance Manuals by the date required is 0.5 %of the contract value [48]

The following events shall also be fundamental breach of the contract: [49.2]

1. The contractor has contravened Sub-clause 7.1 and Clause 9 of CC.

The percentage to apply to the value of the work not completed representing the Employer's additional cost for completing the Works shall be 30 percent. [50.1]

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SECTION 7: SPECIFICATIONS

All Items of Work shall be measured as per actual execution.

1.1 General Requirements

The Technical Specifications in accordance with which the entire Work described hereinafter shall be constructed and completed by the Contractor shall comprise of the following.

1.1.1 PART – I: General Technical Specifications

The General Technical Specifications shall be the Karnataka Building specification (KBS) approved by the Karnataka Public works Department, the section specified in the relevant items as KBS specification. All materials used in this work shall be as per the I.S. Code. The detailed specifications (KBS)are enclosed in the e-proc.

1.1.2 PART – II: Supplementary Technical Specifications

The Supplementary Technical Specifications shall comprise of various Amendments / Modifications / Additions to the "General Technical Specifications" referred to in PART – I above and Additional Specifications for Particular Item of Works not already covered in PART – I.

1.1.2.1 A Particular Clause or a Part thereof in "SPECIFICATIONS for KBS

1.1.2.2 The Additional Specifications shall comprise of Specifications for Particular Item of Works not already covered in PART – I.

1.1.2.3 When an Amended / Modified / Added Clause supersedes a Clause or part thereof in the said Specifications, then any reference to the superseded Clause shall be deemed to refer to the Amended / Modified / Added Clause or part thereof.

1.1.2.4 In so far as Amended / Modified / Added Clause may come in conflict or be inconsistent with any of the Provisions of the said Specifications under reference, the Amended / Modified / Added Clause shall always prevail.

1.1.2.5 In the absence of any definite Provisions on any particular Issue in the aforesaid Specifications, reference may be made to the Latest Codes and Specifications of IS and BIS in that order. Where even these are silent, the Construction and Completion of the Works shall conform to Sound Engineering Practice as approved by the Engineer-in-charge and in case of any dispute arising out of the interpretation of the above, the decision of the Engineer-in-charge shall be final and binding on the Contractor.

1.1.2.6 The contractor shall stakeout the alignment and establish the Benchmarks and its Preservation / Checks as required at required frequency, etc. shall be as per the Provisions in the Relevant Specifications / Codes and approved by the Engineer-in-charge. The Cost of these Works is considered Incidental to Main Work and Part of the Contract and no extra payment shall be made towards this.

1. Scope of Work

The scope of work includes construction, renovation, upgradation, supply of Medical Equipements, installation, testing and commissioning of hospital buildings and services, complete in all respects, in accordance with IPHS-2022 Guidelines, approved drawings, BOQ, relevant IS Codes, NBC-2016, and conditions of contract.

The work broadly comprises:

- **Civil & structural works**
- **Architectural finishes**
- **Electrical works including DG & UPS**
- **HVAC systems**
- **Medical Gas Pipeline System (MGPL)**

- **Firefighting works**
- **Plumbing, sanitation & STP**
- **Supply, installation and commissioning of medical equipment**
- **Testing, training, warranty and maintenance**

PART – A : BUILDING & ALLIED WORKS (As per IPHS-2022)

2. Site Preparation & Earthwork

- **Clearing, excavation, filling and compaction as per drawings.**
- **Disposal of surplus earth at approved locations.**
- **Proper barricading and safety measures at site.**

3. Cement Concrete Works

- **PCC: M10 / M15 grade.**
- **RCC: M20/ M25 / M30/M40 grade using OPC 43/53 cement.**
- **Reinforcement: Fe-550/550D TMT bars.**
- **Formwork: Steel / shuttering plywood with proper supports.**
- **All works as per IS 456 ,NBC & IPHS 2022 standards**

4. Structural Works

- **RCC framed structure designed for seismic forces as per IS 1893.**
- **Loads as per IS 875.**
- **Structural stability certificate to be submitted.**

5. Masonry Works

- **solid concrete block masonry with cement mortar.**
- **Thickness and mortar proportion as per drawings.**

6. Flooring as per BOQ:

- **OT, ICU, NICU, Labour Room**
- **Seamless epoxy / vinyl flooring (antibacterial).**
- **Wards, OPD, corridors:**
- **Vitrified tiles.**
- **Toilets:**
- **Anti-skid ceramic tiles.**

—

7. Wall Finishes as per BOQ:

- **OT & ICU:**
- **Antibacterial epoxy paint / wall cladding.**
- **General areas:**
- **Acrylic emulsion paint.**
- **Toilets:**
- **Glazed ceramic tiles up to ceiling**

8. Doors & Windowsas per BOQ

- **OT & ICU:**

- **Hermetically sealed / powder-coated aluminium doors.**
- **Fire-rated doors where required.**
- **Aluminium / uPVC windows with glazing and mosquito mesh**

9. Roofing & Waterproofing as per BOQ

- **Approved waterproofing system for terraces and wet areas.**
- **Leakage test mandatory before acceptance.**

10. Electrical Works as per BOQ

- **Internal & external electrification.**
- **LED lighting as per IPHS illumination levels.**
- **Dedicated power points for medical equipment.**
- **UPS supply for OT, ICU and critical areas.**
- **100% DG backup for essential services.**
- **Earthing & lightning protection as per IS standards.**

11. HVAC Works as per BOQ

- **AHU-based HVAC system for OT & ICU.**
- **HEPA filters (H13/H14).**
- **Positive pressure in OTs.**
- **Temperature, humidity & air changes as per IPHS-2022**

12. Plumbing, Sanitary & STP Works as per BOQ

- **CPVC / PPR pipelines.**

- **Adequate toilets as per IPHS norms.**
- **Hot water system where required.**
- **Sewerage network and STP complete.**
- **Rainwater harvesting**

13. Medical Gas Pipeline System (MGPL) as per BOQ

- **Supply and installation of oxygen, medical air and vacuum pipelines.**
- **Copper pipelines with brazed joints.**
- **Zone valves, alarm panels and terminal outlets.**
- **Testing, commissioning and certification mandatory.**

14. Firefighting & Fire Safety as per BOQ

- **Fire detection and alarm system.**
- **Hose reels, wet risers, sprinklers as applicable.**
- **Fire extinguishers, exit signage and emergency lighting.**
- **Compliance with NBC-2016 and Fire Department norms**

15. Bio-Medical Waste Management as per BOQ

- **Dedicated BMW rooms.**
- **Color-coded bins.**
- **Compliance with BMW Rules 2016 (amended).**

PART – B : MEDICAL EQUIPMENT as per BOQ & technical specification of each medical equipment can be collected separately from the executive engineer office.

- **All Medical Equipment as per the BOQ specification &compliance with** ISO 13485/ICMED13485/CE/BIS/ USFDA standards duly Certified by CDSCO (Central Drug Standard Control Organisation) (Required additional certificate As applicablefordifferent Medical equipment).

- Detailed description of the essential technical and performance characteristics of the equipment /hardware/software being offered.

- Technical specifications mentioned in the BOQ document vis-à-vis technical specifications of the equipment/hardware/software proposed to be supplied by the tenderer, along with the certifications if any required in addition to the certificates indicated at above.

- **OEM (Original Equipement Manufacturer) authorization certificate/** or an authorized dealer of the OEM for supply of Medical Equipment is Mandatory

- **Installation, testing & commissioning**

- **Integration with building services**

- **On-site training**

- **Warranty certificates.**

- **Training to doctors, nurses and technicians.**

- **User manuals, service manuals.**

- **Calibration & test certificates.**

Compliance

All works shall comply with:

- **IPHS-2022**

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- **KW-4 Tender Conditions**
- **NBC-2016**
- **Relevant IS / IEC standards**
- **Directions of Engineer-in-Charge**

22. Measurement & Payment

- **Civil works: As per BOQ and measurements.**
- **Medical equipment: Item-wise / lump sum as per BOQ.**
- **No extra payment for statutory compliances.**

SECTION 8: DRAWINGS

Attached separately in the public Procurement portal

SECTION 9: BILL OF QUANTITIES

separately enclosed

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The contractor has to quote excluding GST for each item of work in Bill of quantities made available in the public Procurement portal

Note:

(1) Item for which no rate or price has been entered in will not be paid for by the Employer when executed and shall be deemed covered by the other rates and prices in the Bill of Quantities (refer: ITB Clause 11.2 and CC Clause 37.2).

(2) Unit rates and prices shall be quoted by the Tenderer in Indian Rupees.

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SECTION 10:
FORMAT OF BANK GUARANTEE FOR SECURITY DEPOSIT

To:

WHEREAS _____ *[name and address of Contractor]* (hereinafter called "the Contractor") has undertaken, in pursuance of Contract No. _____ dated _____ to execute _____ *[name of Contract and brief description of Works]* (hereinafter called "the Contract");

AND WHEREAS it has been stipulated by you in the said Contract that the Contractor shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with his obligations in accordance with the Contract;

AND WHEREAS we have agreed to give the Contractor such a Bank Guarantee;

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Contractor, up to a total of Rs._____ *[amount of guarantee]* _Rupees_____ _____*[in words]*, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of _____ *[amount of guarantee]* as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Contractor before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the Contract or of the Works to be performed there under or of any of the Contract documents which may be made between you and the Contractor shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid until 30 days from the date of expiry of the Defects Liability Period.

Signature and seal of the guarantor _____
Name of Bank _____
Address _____
Date _____

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EMD FORMAT

DETAILS OF PAYMENT OF EARNEST MONEY DEPOSIT

From: (Tenderer)
……
……
……..
To:

The Executive Engineer-4, PIU
9thfloor ,shopping complex, Jayanagara 4th Block,
Bengaluru
……
……. Sir:

1. **I/ We have made the payment of the tender processing fees of Rs. ..... /- Rupees…….only (in words) through Credit Card/Direct Debit/ National Electronic Funds Transfer (NEFT) .....(Strike the modes not used)**
2. **I/We have made the payment of the Earnest Money of Rs…… Rupees..... only (in words) through Credit Card/Direct Debit/National Electronic Funds Transfer (NEFT) (Strike the modes not used)**
3. **I/We have made the payment of the balance of Earnest Money of Rs……. Rupees.....Only(in words) through the following:**

(a) Bank Guarantee No:. …… dated …… issued by..... Valid up to ……for an amount of Rs…… Rupees……. ……. Only (in words);

(b) ..... Certified Cheque No:…… dated …… issued by..... Bank …… Branch for an amount of Rs…… Rupees …… ……. only (in words) (strike the mode not used)

4. **We agree that the Earnest Money deposited by us as detailed above may be forfeited by the Employer if we:**

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i) If Proposal is withdrawn during the validity period or any extension

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agreed by the Tenderer **thereof.**

ii) **If the Proposal is varied or modified in a manner not acceptable to the Employer after opening of Proposal during the validity period or any extension thereof.**

iii) **If the** Tenderer **tries to influence the evaluation process.**

iv) **If the First ranked** Tenderer **withdraws his proposal during negotiations (failure to arrive at consensus by both the parties shall not be construed as withdrawal of proposal by the** Tenderer**).**

v) **Do not sign the Agreement within the specified time limit in case we are successful and letter of acceptance has been communicated;**

vi) **Do not furnish the required Performance Security deposit as required**

…….. (Signature and Name

of Tenderer**)**

Date:

Note: This Form has to be duly completed, signed and uploaded on the kppp.karnataka.gov.inportal in the First Folder – Technical proposal

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ANNEXURE-I

FORMATOFEARNESTMONEY DEPOSIT(IrrevocableBANKGUARANTEE)

WHEREAS,_____[name of Tenderer] hereinafter called ―theTenderer)hassubmittedhisTenderdated_____[date] for the workof____ _____[nameofContract](hereinaftercalled―theTender).

KNOWALLPEOPLEbythesepresentsthatWe _____ [nameofbank]of_____ _____[name of country] havingourregisteredofficeat _____(hereinaftercalled―theBank‖)areboundunto _____[nameofEmployer](hereinaftercalled―theEmployer)inthesumof___ _____1forwhichpaymentwellandtrulytobemadetothesaidEmployertheBankbin dsitself, his successorsand assignsbythesepresents.

SEALEDwiththeCommonSealofthesaidBankthis_____dayof_____2025 ____.

THE CONDITIONSofthisobligationare:

(1) IfaftertenderopeningtheTendererwithdrawshistenderduringtheperiodofTendervalidityspecified intheFormof Tender; or

(2) IftheTendererhavingbeennotifiedoftheacceptanceofhistenderbytheEmployerduringtheperiodoftende rvalidity:

(a) failsorrefusestoexecutetheFormofAgreementinaccordancewiththeInstructionstoBidders, if required;or

(b) failsorrefusestofurnishthePerformanceSecurity,inaccordancewiththeInstructionto Bidders;

We undertake to pay to the Employer up to the above amount upon receipt of his firstwritten demand, without the Employer having to substantiate his demand, provided thatinhisdemandtheEmployerwillnotethattheamountclaimedbyhimisduetohimowing to the occurrence of one or any of the two conditions, specifying the occurredconditionorconditions.

This Guarantee will remain in force up to and including the date 135 days after thedeadlineforsubmissionofBidsassuchdeadlineisstatedintheInstructionstoBidders as it may be extended by the Employer, notice of which extension(s) to the Bank ishereby waived. Any demand in respect of this guarantee should reach the Bank not laterthantheabovedate.

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DATE_____ SIGNATUREOFTHEBANK _____

WITNESS_____ SEAL_____

[signature,name,andaddress]

TheBiddershouldinserttheamountoftheguaranteeinwordsandfigures denominatedinIndianRupees.ThisfigureshouldbethesameasshowninClause **13.1**oftheInstructionstoTenderer